

CITY OF FAIRFIELD

RESOLUTION NO. 2011 – 161

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND
SPECIFICATIONS AND AWARDING A CONTRACT TO LEGG, INC., FOR THE
WATER AND SEWER MAIN REPLACEMENT PROGRAM; WOOLNER AVENUE**

WHEREAS, the bid opening for the Water and Sewer Main Replacement Program; Woolner Avenue took place on June 19, 2011; and

WHEREAS, the apparent low bidder was Legg, Inc., in the amount of \$517,443.78; and

WHEREAS, staff has reviewed the bid from Legg, Inc. and found it to be in order.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Water and Sewer Main Replacement Program; Woolner Avenue are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Legg, Inc., for the Water and Sewer Main Replacement Program; Woolner Avenue in the amount of \$517,443.78.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 26th day of July 2011, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Moy/Mraz/Vaccaro

None

NOES: COUNCILMEMBERS: _____

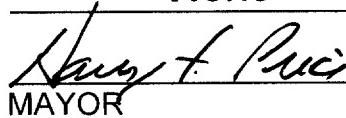
None

ABSENT: COUNCILMEMBERS: _____

None

ABSTAIN: COUNCILMEMBERS: _____

None


MAYOR

ATTEST:


Claudia Archer, Deputy
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 26th day of July 2011, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and LEGG, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

WATER AND SEWER MAIN REPLACEMENT PROGRAM Woolner Avenue

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Creegan + D'Angelo, Civil Engineers
numbered _____ C1.0 to C7.0
- and dated _____ May 11, 2011.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated 6/28/2011.
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) General Provisions.
 - 4) City of Fairfield Standard Details and Specifications, 1998 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 1992.
- f. Performance Bond, dated August 4, 2011.

g. Labor and Material Bond, dated August 4, 2011.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **90** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

WATER AND SEWER MAIN REPLACEMENT PROGRAM
Woolner Avenue

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$7,140.00	\$7,140.00
2	ABANDON WATER VALVE	EA	10	\$1,126.52	\$11,265.20
3	CAP AND ABANDON WATER LINE	EA	7	\$1,143.70	\$8,005.90
4	REMOVE EX. FIRE HYDRANT	EA	2	\$1,049.36	\$2,098.72
5	1" WATER SERVICE	LF	1,200	\$51.92	\$62,304.00
6	2" WATER SERVICE	LF	750	\$84.81	\$63,607.50
7	8" WATER MAIN	LF	375	\$85.89	\$32,208.75
8	12" WATER MAIN	LF	1,730	\$96.22	\$166,460.60
9	REPLACE 3/4" WATER METER AND SERVICE	EA	1	\$2,403.39	\$2,403.39
10	REPLACE 2" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE	EA	3	\$2,726.87	\$8,180.61
11	INSTALL BLOW OFF PER CITY STDS.	EA	1	\$1,211.36	\$1,211.36
12	1" AIR RELEASE VALVE PER CITY STDS.	EA	1	\$4,275.57	\$4,275.57
13	2" AIR RELEASE VALVE PER SSWA STDS.	EA	1	\$3,076.22	\$3,076.22
14	INSTALL FIRE HYDRANT & ASSEMBLY	EA	6	\$5,473.17	\$32,839.02
15	CONNECTION TO EXISTING WATER	EA	8	\$5,015.87	\$40,126.96
16	8" GATE VALVE	EA	3	\$1,647.53	\$4,942.59
17	12" GATE VALVE	EA	7	\$2,803.51	\$19,624.57
18	BOX CULVERT CROSSING	LS	1	\$21,701.75	\$21,701.75
19	REPLACE TRAFFIC DETECTOR LOOP	LS	1	\$1,575.00	\$1,575.00
20	REMOVE AND REPLACE AC AND AB	SF	200	\$29.65	\$5,930.00
21	REMOVE & REPLACE SSWA B.O. & C-P BOXES	LS	1	\$7,094.18	\$7,094.18
22	REMOVE AND REPLACE EX. CURB & GUTTER	LF	30	\$105.90	\$3,177.00
23	REMOVE AND REPLACE EX. SIDEWALK	SF	126	\$30.79	\$3,879.54
24	REMOVE AND REPLACE EX. DRIVEWAY	EA	1	\$4,315.35	\$4,315.35

Total = \$517,443.78

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:



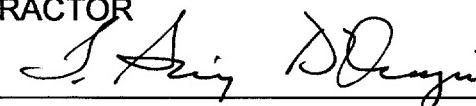
Eva Haff, Deputy
City Clerk

CITY OF FAIRFIELD

By: 

City Manager *John C. Miller*

LEGG, INC.
CONTRACTOR

By: 

S. King Design

cfo / owner
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B, C28, C33

b. Number: 766727

c. Expiration Date: 7/31/2011

FEI Number: 77-0451835

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
 - B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
 - C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.
-

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	LEGG Inc.
ADDRESS	3551 2nd STREET
CITY, STATE, ZIP	LIVERMORE CA 94550

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	77-0451835
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**WATER AND SEWER MAIN REPLACEMENT PROGRAM
Woolner Avenue**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **90 calendar days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more

accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

WATER AND SEWER MAIN REPLACEMENT PROGRAM
Woolner Avenue

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	7,140.00	7,140.00
2	ABANDON WATER VALVE	EA	10	1,126.52	11,265.20
3	CAP AND ABANDON WATER LINE	EA	7	1,143.70	8,005.90
4	REMOVE EX. FIRE HYDRANT	EA	2	1,049.36	2,098.72
5	1" WATER SERVICE	LF	1,200	51.92	62,304.00
6	2" WATER SERVICE	LF	750	84.81	63,607.50
7	8" WATER MAIN	LF	375	88.89	33,208.75
8	12" WATER MAIN	LF	1,730	96.22	166,460.00
9	REPLACE 3/4" WATER METER AND SERVICE	EA	1	2,403.39	2,403.39
10	REPLACE 2" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE	EA	3	2,726.87	8,108.61
11	INSTALL BLOW OFF PER CITY STDS.	EA	1	1,211.36	1,211.36
12	1" AIR RELEASE VALVE PER CITY STDS.	EA	1	4,275.57	4,275.57
13	2" AIR RELEASE VALVE PER SSWA STDS.	EA	1	3,076.22	3,076.22
14	INSTALL FIRE HYDRANT & ASSEMBLY	EA	6	5,473.17	32,839.02
15	CONNECTION TO EXISTING WATER	EA	8	5,015.87	40,126.96
16	8" GATE VALVE	EA	3	1,647.53	4,942.59
17	12" GATE VALVE	EA	7	2,803.57	19,624.57
18	BOX CULVERT CROSSING	LS	1	21,701.75	21,701.75
19	REPLACE TRAFFIC DETECTOR LOOP	LS	1	1,575.00	1,575.00
20	REMOVE AND REPLACE AC AND AB	SF	200	29.65	5,930.00
21	REMOVE & REPLACE SSWA B.O. & C-P BOXES	LS	1	7,094.18	7,094.18
22	REMOVE AND REPLACE EX. CURB & GUTTER	LF	30	105.90	3,177.00
23	REMOVE AND REPLACE EX. SIDEWALK	SF	126	30.79	3,879.54
24	REMOVE AND REPLACE EX. DRIVEWAY	EA	1	4,315.35	4,315.35

Total = \$ 517,443.78

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

WATER AND SEWER MAIN REPLACEMENT PROGRAM
Woolner Avenue

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) Bay Line 1635 4th Street Berkeley Ca 94710	809460	Saw Cut	19%
2) St. Francis Electric 975 Canoga St. San Fernando Ca 91377	335324	Traffic Loop	.08%
3) Chasp Company 1805 East Beamer W. Woodland Ca 95776	374600	Pavement Markings	.05%
4)			
5)			

Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

ROBERT P LEGG, being first duly sworn, deposes and says that he or she is
PRESIDENT of LEGG INC.

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/28/11
(Date)

RLL
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED. SEE ATTACHED

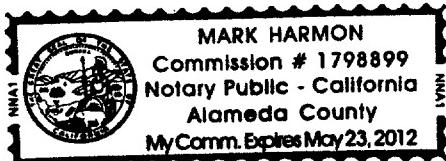
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On JUNE 28, 2011 before me, MARK HARMON, NOTARY PUBLIC
Date _____ Here insert Name and Title of the Officer
personally appeared ROBERT P. LEGG

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature mark harmon Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: NONCOLLUSION AFFIDAVIT - WATER + SEWER FAIRFIELD

Document Date: JUNE 28, 2011 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT P. LEGG

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

LEGG, INC

RIGHT THUMPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

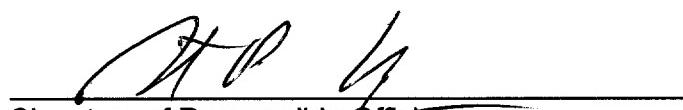
Signer Is Representing: _____

RIGHT THUMPRINT OF SIGNER
Top of thumb here

LEGG INC.
Name of Firm

2551 2nd ST. LIVONIA MI 48150
Business Address

925-605-4570
Phone Number


Signature of Responsible Official

Contractor's License: 7
a. Class: A,B,C28,C33
b. Number: 746727
c. Expiration Date: July 31, 2011

FEI Number: 77-0451835

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

LEGG INC
ROBERT P. LEGG Pres
Skip D'URAZIO Cfo

wavers the provisions of California Civil Code § 2845.
City in the suit and reasonable attorney fees in an amount fixed by the court. Surety hereby
in case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by
in full force and effect.

coverages, then this obligation shall become null and void; otherwise, it shall be and remain
other to guarantee payment for labor and materials, and furnishes the required insurance
specifications, furnishes the required bonds, one to guarantee faithful performance and the
the bidding specifications, enters into the written form of contract included with bidding
is awarded a contract for the work by City and, within the time and in the manner required by
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor

and assigins, jointly and severally, firmly by these presents.
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
bid price, in lawful money of the United States of America, for the payment of which sum well
Dollars (\$) , being not less than ten percent (10%) of the total
Ten Percent of Bid Amount

are held and firmly bound unto City in the penal sum of _____
(Name and address of Surety)

PO BOX 3967 Peoria, IL 61612
RLI Insurance Company

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

WHEREAS, bidders are required under the provisions of the California Public Contract Code
to furnish a form of bidder's security with their bid.

("Contractor") desires to submit a bid to City for the work.
(Name and address of Bidder)

2551 Second Street Livermore, CA 94550

WHEREAS
Legg, Inc.

Woolner Avenue

WATER AND SEWER MAIN REPLACEMENT PROGRAM

as follows:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described

KNOW ALL PERSONS BY THESE PRESENTS that:

BID BOND

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(See)

(See)

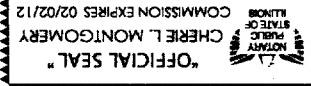
RLI Insurance Company
Signature _____
Title _____
By _____
Title _____
By _____
Title _____
By _____

By: Title:
6/21/11
By: Title:
Robert Legg - President
By: Title:
JHR

Ledge, Inc.

Dated: June 20, 2011

IN WITNESS WHEREOF, this instrument has been duly executed by Counterpart and Surety, on the date set forth below, the name of each corporate party being hereunto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

By: Roy C. Die

RLI Insurance Company

Notary Public

By: Cherie L. Montgomery

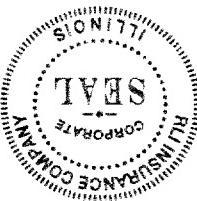
I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of June, 2011.

On this 12th day of November, 2010, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the attorney or other officer of the **RLI Insurance Company** and acknowledged that the **RLI Insurance Company** is now in force. In testimony whereof, I have the voluntary act and deed of said corporation.

CERTIFICATEBy: Roy C. Die

County of Peoria { SS

RLI Insurance Company



IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of November, 2010.

"All bonds, policies, under takings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or under takings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, under takings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

The acknowledgement of such bond by the regular officers of this Company is if such bond had been executed and acknowledged by the regular officers of this Company.

any single obligation.

Any and all bonds, under takings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for

In the City of Concord, State of California, its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

Know All Men by These Presents:

POWER OF ATTORNEY
RLI Insurance Company

P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800) 645-2402 | Fax: (309) 689-2036
www.rlilicorp.com

RLI

CIVIL CODE § 1189		State of California County of <i>Contra Costa</i> { On <i>6/26/11</i> before me, Hereinafter Name and Title of the Officer Personally appeared <i>John DeLoach</i>			
CIVIL CODE § 1189		Signature of Witness WITNESS my hand and official seal.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I further declare under penalty of perjury that the person(s) acted, executed the instrument. to me that he/she/they executed the same in his/her/their authority(ies) on the instrument in which the person(s) signed their authority(ies), and that by this/their authority(ies) executed the same in his/her/their authority(ies), and that by this/their authority(ies) executed the instrument in which the person(s) signed their authority(ies). evidence to be the person(s) whose name(s) is/are who proved to me on the basis of satisfactory		<p>Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.</p> <p>Document Date: <i>6/26/11</i> Title or Type of Document: <i>Bid Bond</i> Signer(s) Other Than Named Above: Signer's Name: _____ Signer's Name: _____ Capacity(ies) Claimed by Signer(s) Corporate Officer — Title(s): _____ Individual Top of thumb here Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____ Signer is Representing: _____ Signer is Representing: _____</p>			
RIGHT THUMBNAIL		RIGHT THUMBPRINT		Place Notary Seal Above Signature of Notary Public	
TOP OF SIGNER		TOP OF SIGNER		Description of Attached Document Signer(s) Other Than Named Above: Signer's Name: _____ Number of Pages: _____ Document Date: <i>6/26/11</i> Title or Type of Document: <i>Bid Bond</i> Signer(s) Other Than Named Above: Signer's Name: _____ Signer's Name: _____ Capacity(ies) Claimed by Signer(s) Corporate Officer — Title(s): _____ Individual Top of thumb here Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____ Signer is Representing: _____ Signer is Representing: _____	
RIGHT THUMBNAIL		RIGHT THUMBPRINT		Signer's Name: _____ Signer's Name: _____ Capacity(ies) Claimed by Signer(s) Corporate Officer — Title(s): _____ Individual Top of thumb here Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____ Signer is Representing: _____ Signer is Representing: _____	

My COMM. Expires June 26, 2012
NOTARY PUBLIC - CONTRA COSTA COUNTY
COM. #1804865 GBP1
NICOLE SAVEDRA

